

**SECTION A**

**STANDARD FORM 1442 (SF-1442) – SOLICITATION, OFFER, AND AWARD**

**(SF-1442 IS ATTACHED)**

**SECTION B – SUPPLIES OR SERVICES  
AND PRICES/COSTS**

**B.1 CONTRACT PRICE**

The contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance Overseas, which shall not be a direct reimbursement), profit, and if applicable, value added tax (VAT), and Defense Base Act (DBA) insurance. Any costs not separately priced will be considered to be included in the overhead and other indirect costs.

CLIN	DESCRIPTION	PRICE
0001	Construction of a Lodging Building in Mariquita - as per Statement of Work, see Section C, Specifications and Drawings, see section J, including all labor, materials, equipment, services, overhead, other indirect costs, costs for insurance (other than DBA), bonds, and profit.	\$
0002	Value Added Tax (IVA Tax); (See Sub-section G.4)	\$
0003	Defense Base Act Insurance (DBA): (If required; see Sub-section L.8)	\$

**TOTAL CONTRACT PRICE (CLINs 0001 through 0003):** \$

**The above contract price is stated in (U.S. Dollars or Colombian Pesos):**

**B.2 TYPE OF CONTRACT**

This is a firm fixed-price contract payable entirely in the currency indicated by the Contractor in Sub-Section B.1 above. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

## **SECTION C – DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK**

### **C.1 CHARACTER AND SCOPE OF WORK**

The Contractor shall furnish and install all materials required by this contract. Any exceptions are stated in the Specifications/Statement of Work and drawings for materials and equipment to be provided by or work to be performed by the Government or others under separate contracts, or otherwise stated as not included in the contract. The contract Specifications/Statement of Work are set forth in Section J as Attachment 2, and the contract drawings and plans are set forth in Section J as Attachment 3.

### **C.2 DRAWINGS**

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

## **SECTION D – PACKAGING AND MARKING**

- D.1 If the Contractor procures materials for the project that must be shipped from another country to the host country, the shipments shall be marked as follows:
- Diplomatic Shipment  
American Embassy Bogota  
Colombia  
Contract Number SCO-150-13-C-N\_\_\_\_
- D.2 The Contractor shall mark materials delivered to the project site as follows:
- Care of / American Embassy Bogota  
Colombian National Police School of Aviation, Mariquita  
Contract Number SCO-150-13-C-N\_\_\_\_
- D.3 Packaging Requirements for Mail and Courier Shipment of Documents and Drawings:
- D.3.1 Separate Packaging of Electronic Media and Hardcopy Material.
- The prime Contractor and any associated subcontractors shall package all drawings and electronic media (Sensitive But Unclassified (SBU) and unclassified) in separate mailing packages, specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.
- D.3.2 Double Wrapping and Addressing of Packages.
- For all shipping methods, the prime contractor and any associated subcontractors shall ensure that all project documentation, SBU and unclassified, is double wrapped with both layers addressed properly and labeled with the sender's address. No indication that the contents are SBU should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.
- D.3.3 Packaging Heavy Materials in Appropriate Containers.
- In applying the above double wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall have the inner package enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. The cardboard box or mailing tube counts as the second layer of wrap.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### **FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

#### **52.246-12 Inspection of Construction (AUG 1996)**

### **E.2 QUALITY ASSURANCE AND QUALITY CONTROL**

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the Contracting Officer’s Representative (COR). The reports shall be provided to the COR within seven (7) days following the end of the weekly period.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

#### **E.2.1 Monthly Report**

The Contractor shall submit to the COR a monthly progress report (including photos of significant items), along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract. When applicable, reports shall also include pending questions that may require a response from the COR, any pending Government review comments regarding the Contractor’s submittals, any proposed change orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract. Monthly progress reports shall be submitted by the last calendar day of each month.

#### **E.2.2 Inspection by Government**

The COR, or his/her authorized representatives, will inspect from time to time the services being performed under this contract and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

#### **E.2.3 Weekly Progress Report**

The contractor shall submit a weekly progress report with photos to the COR indicating whether or not the work is going according to the proposed schedule, the number of people that worked daily, the activities performed during each day, and the problems encountered.

### E.3 SUBSTANTIAL COMPLETION

#### E.3.1 Definitions

- (a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
  - (1) Do not interfere with the intended occupancy or utilization of the work, and
  - (2) Can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

#### E.3.2 Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests) the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

#### E.3.3 Use of Equipment by the Government

- E.3.3.1 Right to Use. The Government may take over and operate, with Government employees, any equipment which may be necessary for the operation of building systems, including heating/cooling, security, elevators, electrical, plumbing and mechanical systems, as soon as the installation of any such equipment is sufficiently complete to permit operation.
- E.3.3.2 Notice. The COR will advise the Contractor in writing, prior to the use of the equipment, which items of equipment will be operated, and the date and time such operation will begin.
- E.3.3.3 Effect on warranties. Government operation of equipment will not relieve the Contractor of any warranty or correction obligations provided for elsewhere in this contract. The applicable correction period for each piece of equipment shall be in accordance with the applicable provisions of this contract.

### E.4 FINAL COMPLETION AND ACCEPTANCE

#### E.4.1 Definitions

- (a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
- (b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

#### E.4.2 Final Inspection and Tests

The Contractor shall give the Contracting Officer at least fifteen (15) days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date

specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

#### E.4.3 Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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### **FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

#### **52.242-14 Suspension of Work (APR 1984)**

### **F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract immediately upon contract execution, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than one hundred eight (180) calendar days thereafter. The 180 day performance period does not include the time it will take for the Contractor to submit the required bonds and insurance documentation. A Notice to Proceed for construction will not be issued until such time as the Contracting Officer has received the required bonds and insurance documentation. The 180 day performance period includes final cleanup of the premises and completion of punch list items.

### **F.3 LIQUIDATED DAMAGES**

#### **F.3.1 FAR 52.211-12 Liquidated Damages – Construction (SEP 2000)**

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of \$150.00 U.S. Dollars for each day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

#### **F.3.2 Assessment and Apportionment of Liquidated Damages**

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

### **F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES**

- (a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "fifteen (15) days after receipt of an executed contract."
- (b) These schedules shall include the time by which shop drawings; product data, samples and other submittals required by the contract will be submitted for approval.



- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the jobsite.
- (d) All schedules shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

#### F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.6 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

#### F.7 NOTICE TO PROCEED

F.7.1 Limited Notice to Proceed. At the time of award, the Contracting Officer will issue a Limited Notice to Proceed (LNTP) to the contractor. The LNTP will authorize the contractor to commence with planning, begin procuring equipment and materials, and to initiate site mobilization.

Once the LNTP is issued, the contractor will have up to fifteen (15) calendar days to submit the required bonds and evidence of insurance, as well as any other initial deliverables identified in contract section F.11.

F.7.2 Full Notice to Proceed. Following receipt and acceptance of the required bonds and evidence of insurance, as well as any other required deliverables, the Contracting Officer will issue to the Contractor a Full Notice to Proceed (FNTP). The FNTP will authorize the contractor to commence with construction. The one hundred eighty (180) calendar day construction performance period will commence on the date the FNTP is issued.

However, should the contractor fail to provide the required bonds and evidence of insurance within the time permitted under the LNTP (15 calendar days), the 180 day construction performance period will be reduced by the number of additional days it takes for the contractor to provide the required bonds and evidence of insurance.

For example, if the bonds and evidence of insurance are provided 20 days after the LNTP is issued, this would be considered five days late. As a result, the 180 day construction performance period would be reduced by five days (to 175 days). The contractor would then have only 175 calendar days to execute and complete construction, once the FNTP is issued.

The one exception is if there is a delay in the Embassy completing a background check of the company's owners. Following contract award, the Embassy will conduct a routine background check of the successful company's owners. Should the background check not be completed by the time the contractor has provided all required bonds and evidence of insurance, the contractor will not be authorized to proceed with construction. That is, the FNTP

will not be issued until such time as the Embassy background check has been completed. In such a case, where the delay is not attributed to the contractor, there will not be a reduction in the 180 day performance period for construction. Once a successful background check has been completed, the FNTP will be issued and the contractor will then have 180 calendar days to execute and complete construction.

It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance required. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

**NOTE: In the event that the contractor discovers that for some reason it is unable to provide the required bonds and evidence of insurance, and this leads to termination of the contract, the contractor will not be reimbursed for any equipment and/or materials it may have procured under the LNTP.**

## F.8 WORKING HOURS

### F.8.1 General.

All work shall be performed during Monday through Saturday, except for the holidays identified below. Working hours for Monday through Saturday shall be eight (8) hours per day. The specific working hours (start and finish times) will be determined at the time of award. Once the work schedule has been approved by the COR, other hours, if requested by the Contractor, may be submitted to the COR for consideration. Any change in the agreed to/approved working days and/or hours must receive the approval of the COR. The Contractor shall submit any such requests 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

### F.8.2 Holidays.

The Department of State (U.S. Embassy, Colombia) observes the following days as holidays:

New Year's Day (U.S. & Colombia)  
Epiphany (Colombia)  
Martin Luther King Jr. Day (U.S.)  
President's Day (U.S.)  
Palm Sunday (Colombia)  
St. Joseph's Day (Colombia)  
Holy Thursday (Colombia)  
Good Friday (Colombia)  
Easter (Colombia)  
Labor Day (U.S.)  
Ascension Day (Colombia)  
Memorial Day (U.S.)  
Corpus Christi Day (Colombia)  
Feast of the Sacred Heart (Colombia)  
Feast of Saints Peter and Paul (Colombia)  
Independence Day (U.S.)  
Independence Day (Colombia)  
Battle of Boyacá (Colombia)  
Assumption Day (Colombia)  
Labor Day (U.S.)  
Columbus Day (U.S. & Colombia)  
Veteran's Day (U.S.)  
Cartagena Independence Day (Colombia)  
All Saint's Day (Colombia)  
Thanksgiving (U.S. & Colombia)  
Feast of the Immaculate Conception (Colombia)

Christmas (U.S. & Colombia)

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any U.S. holiday falls on a Saturday, it is observed on the preceding Friday. When any U.S. holiday falls on a Sunday, it is observed on the following Sunday. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract. The Contractor may choose not to work on any of the holidays designated above. However, no additional time will be added to the contract period of performance for any holidays not worked, as the period of performance accounts for holidays.

As this contract is for construction taking place on a non-US Government property, the Contractor is not required by this contract to consider or observe American holidays however the Contractor must act in compliance with local holidays and shall exercise due diligence to ensure local customs, appropriate compensation issues, and labor laws are addressed.

## F.9 EXCUSABLE DELAYS

### F.9.1 Examples of Excusable Delays

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

### F.9.2 Rain Delays

**Rain Days:** For each rain day on which the Contractor is unable to perform work, one additional calendar day may be added to the 180 day contract period of performance. The additional time added to the schedule is considered to be full compensation to the Contractor for any work time lost as the result of rain delays. The Contractor will not receive additional monetary compensation as the result of rain delays. The Contractor is required to mitigate the impact of rain delays by performing any other activities that can be performed during periods of rain.

A “rain day” is defined as a day on which it is apparent that the rain is of such a magnitude or duration that it would be unlikely that the Contractor would be able to complete sufficient work to justify requiring the Contractor and his labor force to remain on site during that day.

Each rain day will be decided on a case-by-case basis, and must be approved as a rain day by the COR. Any disputes shall be resolved by the Contracting Officer.

#### F.10 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held 10 days after contract award at the American Embassy Bogota (or at the project site) to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

#### F.11 DELIVERABLES

The following items shall be delivered under this contract:

Item Description	Contract Section(s)	Delivery Time	Deliver To
Pre-Construction Conference	F.10	10 calendar days after award	COR
Performance & Payment Securities	H.1	15 calendar days after award	CO
Evidence of Insurance	H.2	15 calendar days after award	COR
Safety Plan	H.12	15 calendar days after award	COR
Quality Assurance Plan	E.2	15 calendar days after award	COR
Construction Schedule	F.4	15 calendar days after award	COR
Submittal Register	H.15.1, item (b)	15 calendar days after award	COR
Bios on Personnel		15 calendar days after award	COR
List of Vehicles		1 week prior to required vehicle access	COR
Inspection Reports	E.2	7 days after end of weekly period	COR
Weekly Progress Report	E.2.3	Monday of every week	COR
Monthly Progress Report	E.2.1	last day of each month	COR
Payment Request	G.3	last day of each month	COR
Updates to Construction Schedule	F.4, item (c)	last day of each month	COR
Notice of Delay	F.6	within 10 days after event	COR
Differing Site Conditions	H.18.2	within 10 days after event	COR
Request for Equitable Adjustment	H.18.3	within 20 days after event	CO
Request for Substantial Completion Inspection	E.3	15 workdays prior to inspection	COR
Request for Final Completion Inspection	E.4	15 workdays prior to inspection	COR
As-Built Drawings and Warranty	H.5.4	after final completion but before final acceptance	COR
Final Acceptance Release Statement and Contract Close-out Documents	E.4.3	upon notice of final acceptance	COR

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the authority to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract. The Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, such as the COR.

### G.2 MONITORING OF THE CONTRACTOR

#### G.2.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999).

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract will be designated at the time of contract award.

#### G.2.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms or conditions. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### G.3 PAYMENT

#### G.3.1 General

Payments are subject to FAR 52.232-5, "Payments under Fixed-Price Construction Contracts."

#### G.3.2 Detail of Payment Requests

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. Invoices shall also include VAT (if applicable), as a separate line item. The Government will make payments no more frequently than monthly. The Contractor shall address invoices to:

**U.S. Embassy Bogota  
Attn. Seccion de Pagos – Narcotics Affairs Section  
Carrera 45 No 24B-27, Puesto 2  
Bogota, Colombia**

A copy of the first and the last invoice shall be submitted to the contract administrator via email: [gaspardrc@state.gov](mailto:gaspardrc@state.gov).

**THERE WILL BE NO ADVANCE PAYMENTS MADE UNDER THIS CONTRACT.**

### G.3.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

### G.3.4 Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

### G.3.5 Additional Withholding

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

### G.3.6 Payment

Under the authority of FAR 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

### G.3.7 Currency Fluctuation

All payments shall be made in either U.S. dollars or Colombian Pesos, according to the currency indicated by the Contractor in Sub-Section B.1. No requests for adjustments on the basis of currency fluctuations shall be considered.

## G.4 VALUE ADDED TAX (VAT)

If applicable, the contractor shall be responsible for paying Value Added Tax (VAT) to the appropriate authority, at the applicable Colombian government rate. Offerors shall identify VAT as a separate line item in Sub-Section B.1. The VAT shall also be reflected as a separate cost item on all invoices submitted under the contract. The Contractor will be reimbursed for VAT only to the extent the contractor provides documentary proof that VAT has been paid to the host government up to the VAT amount included in Sub-Section B.1. Any refund of VAT to the contractor shall be paid to the U.S. Government (or deducted from the contract price), to the extent that the U.S. Government had already reimbursed the contractor for the refunded VAT.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 PERFORMANCE AND PAYMENT SURETIES

Citing the Miller Act exemption for contracts performed in foreign countries (ref. 40 U.S.C. § 3131(d)), the bond requirements of FAR 52.228-15 (Performance and Payment Bonds – Construction) will not apply to this contract. A Performance Irrevocable Letter of Credit (ILC) and Payment ILC will serve as the securities for this contract. The ILC requirements shall be as follows:

H.1.1 Performance Surety. An ILC is to be provided as a Performance Surety at 20% of the contract price. A sample Performance ILC acceptable to the U.S. Government is provided as Section J, Attachment 5.

H.1.2 Payment Surety. An ILC is to be provided as a Payment Surety at 10% of the contract price. A sample Payment ILC acceptable to the U.S. Government is provided as Section J, Attachment 6.

**The Government may allow or consider use of retention (of 10% of the contract price) as a substitute for the Payment Surety.**

All policies which are stipulated for these works should be signed by the legal representative of the company. The policies should name the American Embassy, NIT 800.090.823-1, as the beneficiary. The full cost of all policies will be borne by the Contractor, who shall be required to submit the payment receipt for the respective premiums.

Offerors are to itemize the cost of obtaining the required ILCs in the Price Proposal Breakdown, provided as Section J, Attachment 1. Offerors should also ensure that the required ILCs have been fully priced in the proposed contract price (B.1), as no price adjustment for ILCs will be considered after award.

Performance and Payment Sureties may be provided in English or Spanish.

#### H.1.3 Time for Submission

The Contractor shall provide the ILCs required by paragraph H.1 above within fifteen (15) calendar days of contract award. Failure to submit (1) the required ILCs or other security acceptable to the Government in a timely manner; (2) ILCs from an acceptable surety; or (3) ILCs in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction)."

#### H.1.4 Coverage

The ILCs or other security acceptable to the Government shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

#### H.1.5 Duration of Coverage

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

#### H.1.6 FAR 52.228-2 Additional Bond Security (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any security becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) is used as security and will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

#### H.2 INSURANCE

##### H.2.1 Amount of Insurance

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation" (if applicable). As required by this clause the Contractor is required to provide and maintain whatever insurance is legally necessary.

The Contractor shall, at his own expense, provide and maintain during the entire performance period General Liability (includes premises/ operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the minimum amount stated below.

- 1. Bodily Injury on or off the site stated in US Dollars:
  - Per Occurrence: As required by local law
  - Cumulative: As required by local law
- 2. Property Damage on or off the site stated in US Dollars:
  - Per Occurrence: As required by local law
  - Cumulative: As required by local law

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

##### H.2.2 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within fifteen (15) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.



### H.3 SOCIAL SECURITY

In addition to the requirements listed above, all workers and subcontractors who are employed on the project shall be registered with a Social Security System, which includes an E.P.S. (Health Entity) and an A.R.P. (Professional Risk Administration Company), and the Contractor shall be up to date with the respective payments. The contractor shall likewise take on responsibility for any damages or prejudices which might result from any and all actions and activities of the Contractor. The Contractor shall submit copies of payment tables during the first seven days of the month to the COR.

### H.4 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1, the following definitions shall apply when used in connection with this contract:

- (a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.
- (b) Day means a calendar day unless otherwise specifically indicated.
- (c) Host Country means the country in which the project is located.
- (d) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (e) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.
- (f) Other Submittals includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (g) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (i) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
- (j) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.
- (k) Work means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.
- (l) Government. Except where the solicitation is clear that a reference is being made to the host (Colombian) government or other local government authority, the term "Government" as used in this solicitation is meant to refer to the United States Government.
- (m) Government-Furnished Property means property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.

- (n) Limited Notice to Proceed (LNTP) means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with limited activities, as specifically provided for in the LNTP.
- (o) Full Notice to Proceed (FNTP) means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work required under the contract.

## H.5 OWNERSHIP AND USE OF DOCUMENTS

### H.5.1 Ownership and Use of Drawings, Specifications and Models

- (a) Ownership. All designs, drawings, specifications, models, notes and other works developed in the performance of this contract, including originals and copies, shall become the sole property of the U.S. Government and may be used on any other design construction without additional compensation to the Contractor. The U.S. Government shall be considered "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(B) of Title 17, United States Code. The Contractor agrees not to assert or authorize others to assert any rights nor establish any claim(s) under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to furnish all retained works at the request of the U.S. Government. Unless otherwise provided in this contract, the Contractor will have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specifications, and any other documents.
- (b) Use and Return. The contractor shall not allow others to use the documents described in (a) above and shall not use the documents on work other than performed in relation to this project. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

### H.5.2 Supplemental Documents

The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless objection is made by the Contractor within twenty (20) days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

### H.5.3 Record Documents

The Contractor shall maintain at the project site:

1. a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and
2. a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer or the appointed COR.

### H.5.4 "As-Built" Documents

After final completion of the work, but before final acceptance, the Contractor shall provide hard copies of the following:

1. complete sets of "as-built" drawings, based on the record set of drawings, marked to show the details of construction as actually accomplished; and

2. record shop drawings and other submittals, in the number and form as required by the specifications.

The Contractor shall provide a hard copy set of the as-built documents, as well as an electronic version of the as-built documents in AutoCAD 2010 format (or other acceptable AutoCAD version as may be agreed upon by parties). As-built documents shall be submitted in English. For the as-built drawings, the Contractor shall include soft metric conversions in parenthesis any place where standard measures were used in the original drawings provided to the Contractor.

## H.6 GOVERNING LAW

The contract and its interpretation shall be governed by the laws of the United States.

## H.7 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor," shall have a sufficient understanding of English to be able to work with an English set of drawings and specifications and to be able to understand drawing notes and details which are written in English.

## H.8 LAWS AND REGULATIONS

### H.8.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

### H.8.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. Within ten (10) days of contract award, the Contractor is required to submit a Safety Plan to the COR for review/approval. (Additional safety requirements are covered in subsection H.12 below.)

### H.8.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

### H.8.4 Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause at such times as directed by the Contracting Officer.

## H.9 RESPONSIBILITY OF CONTRACTOR

### H.9.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

## H.9.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

## H.10 CONSTRUCTION OPERATIONS

### H.10.1 Operations and Storage Areas

- (a) **Confinement to Authorized Areas.** The Contractor shall confine all operations (including storage of materials) on the project site to areas authorized or approved by the Contracting Officer.
- (b) **Vehicular Access.** The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.10.2 Use of Premises

- (a) **Occupied Premises.** If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) **Requests from occupants.** The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.
- (c) **Access limited.** When necessary, the Contractor shall provide its employees and subcontractors with working badges to facilitate access to the construction site. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.11 TEMPORARY FACILITIES AND SERVICES

The Contractor shall erect temporary buildings (e.g., storage sheds, shops, offices) and utilities (e.g., water, sewage, phone, electricity) as required. The cost of these temporary buildings and utilities is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

The Contractor shall be responsible for making the necessary arrangements to provide adequate bathroom facilities for workers and for making appropriate arrangements for the disposal of garbage/refuse. Any garbage/refuse must be disposed of at a disposal site approved by the host (Colombian) government. If the Contractor disposes of any materials at a site which is not approved for garbage disposal, then the Contractor shall be responsible for any costs which might be incurred in the event that the Contractor is required to relocate the garbage from an unapproved site to an appropriate and approved disposal site.

The Contractor will not be permitted to house labor on site and should make its own arrangements for transporting labor to and from the site. No parking on or off site will be allowed, except with prior approval of the COR.

## H.12 SAFETY

### DOSAR 652.236-70 Accident Prevention (APR 2004).

- (a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:
- (1) Provide appropriate safety barricades, signs and signal lights;
  - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
  - (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
  - (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
    - (i) Scaffolding;
    - (ii) Work at heights above two (2) meters;
    - (iii) Trenching or other excavation greater than one (1) meter in depth;
    - (iv) Earth moving equipment;
    - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
    - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
    - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
    - (viii) Hazardous noise levels;
    - (ix) Works at an airfield.
- (b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) *Written program.* Before commencing work, the contractor shall:
- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
  - (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action

has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

### H.13 SUBCONTRACTORS AND SUPPLIERS

#### H.13.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, materialmen and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

#### H.13.2 Approval of Subcontractors

- (a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.
- (b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

### H.14 CONSTRUCTION PERSONNEL

#### H.14.1 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among those at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

### H.15 MATERIALS AND EQUIPMENT

#### H.15.1 Selection and Approval of Materials

- (a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.
- (b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

#### H.15.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

#### H.15.3 Basis of Contract Price

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor, which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

#### H.15.4 Substitutions

- (a) Prior approval required. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must be accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.
- (b) Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.
- (c) Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

#### H.15.5 "Or-Equal Clause"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

#### H.15.6 Use and Testing of Samples

("Samples" include materials and equipment.)

- (a) Use. The Contractor shall send approved samples not destroyed in testing to a certified laboratory designated by the COR. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

- (b) Failure of Samples. If a sample fails to pass the specified tests described in this contract any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.
- (c) Taking and testing of samples. Samples delivered on the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the COR determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.
- (d) Cost of additional testing by the Government. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

## H.16 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

### H.16.1 Shipment and Customs Clearance

- (a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

The Contractor shall be responsible for paying the cost, insurance, and freight (CIF) for shipping the materials from the place of purchase to Colombia Customs. The Contractor shall also be responsible for the cost of inland transportation from Colombia Customs to the construction site. It is the responsibility of the Contractor to determine what materials, if any, the Contractor will be importing into Colombia for the project, as well as the cost and appropriate means of shipping the materials to the appropriate Customs facility in Colombia and transporting the materials onward from Customs to the construction site.

- (b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which
  - (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
  - (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
  - (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.
- (c) Customs Clearance. The Contractor shall be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.



#### H.16.2 Surplus Materials.

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

#### H.17 SPECIAL WARRANTIES

##### H.17.1 Special Warranty Obligations.

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in FAR 52.246-21, "Warranty of Construction," as long as they do not conflict with the provisions of such special warranties.

##### H.17.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.18 EQUITABLE ADJUSTMENTS

##### H.18.1 Basis for Equitable Adjustments.

Any circumstance for which the contract provides for an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause. The Contractor shall give the Contracting Officer written notice within twenty (20) days after the event stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

##### H.18.2 Differing Site Condition Notice.

The Contractor shall provide written notice of a differing site condition within ten (10) days of occurrence following FAR 52.236-2, "Differing Site Conditions."

##### H.18.3 Documentation of Proposals for Equitable Adjustments.

- (a) Itemization of proposals and requests. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.
- (b) Proposed time adjustments. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.
- (c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

#### H.19 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

#### H.20 ZONING APPROVALS AND BUILDING PERMITS

The Colombian government is responsible for obtaining proper zoning or other land use control approval for the project, obtaining the approval of the Contract Drawings and Specifications, paying fees due, and obtaining and paying for the initial building permits.

#### H.21 SITE SUPERINTENDENT

The Contractor shall assign a full-time site superintendent to the project who is a registered Architect or Registered Engineer and a graduate from a local institution or other accredited institution, this person must have at least two years of experience in a similar position. The COR will determine if the person proposed by the Contractor to be the site superintendent meets this requirement.

#### H.22 SECURITY OF MATERIALS

The Contractor shall be fully responsible for the security of materials stored at the construction site and shall take appropriate measures to protect the materials.

#### H.23 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

#### H.24 TESTING LABORATORY

The Contractor is responsible for the costs of all required tests, including tests performed by a laboratory. The laboratory to be used by the Contractor for any tests shall be either certified, or well known in Colombia as a qualified and reputable laboratory. The COR will determine if the laboratory or laboratories proposed by the Contractor are acceptable. In any case, the certification of calibration for all equipment and a CV of the person in charge to perform the tests will be required.

## SECTION I – CONTRACT CLAUSES

### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

#### FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1)

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2013)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 2010)
52.216-7	Allowable Cost and Payment (JUN 2013) Alternate I (FEB 1997)
52.219-4	Notice of Price Evaluation preference for HUBZone Small Business Concerns (JAN 2011)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (MAR 2012)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
52.225-5	Trade Agreements (NOV 2012)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-2	Additional Bond Security (OCT 1997)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (JAN 2012)
52.228-13	Alternative Payment Protections (July 2000)
52.228-14	Irrevocable Letter of Credit (DEC 1999)
52.228-15	Performance and Payment Bonds – Construction (OCT 2010)
52.229-6	Taxes - Foreign Fixed-Price Contracts (FEB 2013)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)

- 52.232-17 Interest (OCT 2010)
- 52.232-24 Prohibition of Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.232-34 Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)  
(If an exception applies)
- 52.233-1 Disputes (JULY 2002)  
Alternate I (DEC 1991)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures,  
Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-4 Changes (JUN 2007)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.248-3 Value Engineering - Construction (OCT 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)  
Alternate I (SEP 1996)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)

**THE FOLLOWING CLAUSES APPLY TO U.S. FIRMS BUT NOT TO NON-U.S. BASED FIRMS**

- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-29 Notification of Visa Denial (JUNE 2003)
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- 52.222-37 Employment Reports Veterans (SEP 2010)

## **I.2 FEDERAL ACQUISITION REGULATION CLAUSES INCLUDED IN FULL TEXT:**

The following FAR clauses are set forth in full text:

### **I.2.1 52.204-99 System for Award Management Registration (AUG 2012) (DEVIATION).**

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) **A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or**
- (2) **A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."**

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
  - (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
  - (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.
- (b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
  - (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.
- (c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) A contractor may obtain a DUNS number-
    - (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The Contractor should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and Zip Code.
    - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
    - (v) Company telephone number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) **Reserved.**
- (e) Processing time for **registration in SAM, which normally takes five business days**, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration **at least two weeks prior to invoicing.**
  - (f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
  - (A) Change the name in the **SAM** database;
  - (B) Comply with the requirements of subpart 42.12 of the FAR; and
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

#### **I.2.2 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
  - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
    - (i) Government personnel and authorized users performing business on behalf of the Government; or
    - (ii) The Contractor, when viewing data on itself; and
  - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
    - (i) Past performance reviews required by subpart [42.15](#);
    - (ii) Information that was entered prior to April 15, 2011; or
    - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
  - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of

Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

### **I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES INCLUDED IN FULL TEXT:**

The following DOSAR clause(s) are set forth in full text:

#### **I.3.1 652.219-70 Department of State Subcontracting Goals (APR 2004)**

- (a) The offeror/quoter shall provide a Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Enterprise Subcontracting Plan that details its approach to selecting and using Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Business Enterprises.
- (b) For the fiscal year 2012, the Department's subcontracting goals are as follows:
  - (1) Goal for subcontracting to SB: 55%;
  - (2) Goal for subcontracting to SDB: 5%;
  - (3) Goal for subcontracting to SWB: 5%;
  - (4) Goal for subcontracting to HUBZone Firms: 3%;
  - (5) Goal for subcontracting to SDVO: 3%.

#### **I.3.2 652.225-71 Section 8(a) of the Export Administration Act of 1979, as Amended (AUG 1999).**

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
  - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.



- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
  - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
  - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
  - (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
  - (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

**I.3.3 652.229-70 Excise Tax Exemption Statement for Contractors Within the United States (JULY 1988).**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

**I.3.4 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999).**

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

**I.3.5 652.242-73 Authorization and Performance (AUG 1999).**

- (b) The contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (c) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

**I.3.6 652.243-70 Notices (AUG 1999).**

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

**SECTION J – LIST OF ATTACHMENTS**

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION</b>	<b>FILE NAME</b>
Attachment 1	Price Proposal Breakdown	Attachment 1 - Price Proposal Breakdown.pdf
Attachment 2	Technical Specifications	Attachment 2 - Technical Specifications.pdf
Attachment 3	Drawings and Plans	
Attachment 4	Tutorial Slideshow for SAM Registration	Attachment 4 - SAM Registration.pdf
Attachment 5	Sample Performance Letter of Credit	Attachment 5 - Sample Perf Letter of Credit.pdf
Attachment 6	Sample Payment Letter of Credit	Attachment 6 - Sample Payment Letter of Credit.pdf

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS OR QUOTERS**

**K.1 FAR 52.203-2 Certificate of Independent Price Determination (APR 1985).**

- (a) The offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007).**

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

**K.3 FAR 52.204-3 Taxpayer Identification (OCT 1998).**

(a) DEFINITIONS.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax exempt);

\_\_\_ Corporate Entity (tax exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4. FAR 52.204-8 Annual Representations and Certifications (JUN 2013).**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_  
[insert NAICS code].
- (2) The small business size standard is \_\_\_\_\_ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
  - (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
  - (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
  - (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
  - (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
  - (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
    - (A) If the acquisition value is less than \$25,000, the basic provision applies.
    - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
    - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
    - (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
  - (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
  - (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
  - (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
  - (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
    - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
    - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:  
*[Contracting Officer check as appropriate.]*
- \_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.
    - \_\_\_ (A) Basic.
    - \_\_\_ (B) Alternate I.
  - \_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
  - \_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  - \_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
  - \_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
  - \_\_\_ (vi) [52.227-6](#), Royalty Information.
    - \_\_\_ (A) Basic.
    - \_\_\_ (B) Alternate I.
  - \_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below

[offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.5. FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010).**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);
- (C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) *Examples.*
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (v) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.



- (2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6. FAR 52.209-7 Information Regarding Responsibility Matters (FEB 2012).**

- (a) *Definitions.* As used in this provision—
- “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
- “Federal contracts and grants with total value greater than \$10,000,000” means—
- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

**K.7. FAR 52.219-1 Small Business Program Representations (APR 2012).**

**\*Applies only to U.S.-based offerors.**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 *[insert NAICS code]*.
- (2) The small business size standard is \$35.5 million *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.
  - (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.
  - (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
    - (i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
    - (ii) It \_\_\_ is, \_\_\_ not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
  - (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—
    - (i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
    - (ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
  - (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
  - (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It \_\_\_ is, \_\_\_ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

*Alternate I* (Apr 2011). As prescribed in [19.309](#)(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

**K.8. FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999).**

**\*Applies only to U.S.-based offerors.**

The offeror represents that—

It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9 DOSAR 652.225-70 Arab League Boycott of Israel (AUG 1999).**

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

**K.10 DOSAR 652.228-70 Defense Base Act – Covered Contractor Employees (JUN 2006).**

- (a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

- (b) The contracting officer has determined that for performance in the country of Colombia –

X Workers' compensation laws exist that will cover local nationals and third country nationals.

\_\_\_\_ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

- (c) If the bidder/offeror has indicated "yes" in block (a) (4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (d) If the bidder/offeror has indicated "yes" in blocks (a) (1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

**K.11 AUTHORIZED CONTRACT ADMINISTRATOR.**

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

### **L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

#### **FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

<b>FAR REFERENCE</b>	<b>TITLE</b>
52.214-34	Submission of Offers in English Language (APR 1991)
52.215-1	Instructions to Offerors—Competitive Acquisition (JAN 2004)
52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
52.222-38	Compliance with Veterans’ Employment Reporting Requirements (DEC 2001)
52.236-28	Preparation of Proposals - Construction (OCT 1997)

### **L.2 FAR SOLICITATION PROVISIONS IN FULL TEXT**

#### **L.2.1 52.216-1 Type of Contract (APR 1984).**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

#### **L.2.2 52.233-2 Service of Protest (SEP 2006).**

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Rachel Carria Gaspard, U.S. Embassy Bogota – Narcotics Affairs Section, Carrera 45 #24B-27, Bogota, Colombia.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.3 QUALIFICATIONS OF OFFERORS**

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;

- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### **L.4 REVIEW OF DOCUMENTS**

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

#### **L.5 SUBMISSION OF OFFERS**

##### **L.5.1 Summary of Instructions**

Each offer shall consist of the following **physically separated volumes**:

##### **L.5.1.1 VOLUME 1: PRICE PROPOSAL.**

The Price Proposal shall consist of the following items:

- Section A – An executed Standard Form 1442 (SF-1442), Solicitation, Offer and Award (Construction, Alteration, or Repair).
- Section B – Contract Price.
- Section J, Attachment 2 – A completed Price Proposal Breakdown.
- Section K – A completed Section K, Representations, Certifications and Other Statements of Offerors or Quoters.
- SAM Registration – Evidence of Registration in the System for Award Management (SAM).

### **L.5.1.2 VOLUME 2: TECHNICAL PROPOSAL.**

The Technical Proposal shall address all of the following technical elements, as further described in sub-section L.5.2.2:

- Performance Schedule and Performance Narrative.
- Key Personnel.
- Management Information.
- Construction Experience and Past Performance.
- Preliminary Quality Management Program.
- Authorization and Performance.
- Financial Certification.
- Performance of Work by Contractor.

### **L.5.1.3 PROPOSAL DUE DATE AND DELIVERY INSTRUCTIONS.**

#### **A. Due Date.**

The due date for delivery of proposals is Monday, August 12, 2013. In order to be accepted, proposals must be received by the Embassy no later than 4:00 p.m. local (Bogota, Colombia) time. Any proposals received after the 4:00 p.m. deadline will not be accepted.

#### **B. Delivery Instructions.**

Proposals must be delivered in a sealed package marked "Proposal Enclosed for Solicitation Number SCO150-13-R-N016." Proposals may be delivered by hand or by mail to the following address:

**U.S. Embassy Bogota – NAS  
Manuel Melendez, Contracting Officer  
Carrera 45 #24B-27  
Bogota, Colombia**

- a) Hand Delivered Proposals. On Monday, August 12, 2013, a box will be placed in the guard booth at the above address, between the hours of 8:00 a.m. and 4:00 p.m. Proposals may be handed to the security guard, who will place the proposals in the box. At the 4:00 p.m. deadline, the box will be removed from the guard booth by the NAS Contracting Officer. After 4:00 p.m., no further proposals will be accepted.
- b) Early Delivery. Any contractors that may want to hand deliver their proposal prior to the August 12, 2013 closing date must call in advance to arrange for delivery. The point of contact for arranging early hand deliveries is Manuel Melendez. You must contact Mr. Melendez, who will arrange a time and location for receiving the proposal. The phone numbers for contacting Mr. Melendez are as follows:

Office: 275-2203  
Mobile: 314-489-0212

- c) Proposals by Mail. If submitting a proposal by mail, make sure to allow sufficient time for the proposal package to reach the Embassy. Offerors should keep in mind that for a proposal to be considered timely, it must arrive at the Embassy by the designated closing date and time. Sufficient time should be allowed to account for possible delays in mail delivery or pickup.

**Proposals submitted by e-mail will not be accepted.**

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.



## L.5.2 Detailed Instructions

### **L.5.2.1 VOLUME 1: Price Proposal:**

- a) Section A – Standard Form 1442 (SF-1442). Complete the “Offer Section,” which includes Blocks 14 through 20c. Also complete Block 30 (30a through 30c).
- b) Section B – Contract Price. Complete sub-section B.1 (Contract Price). This includes providing prices for CLINs 0001 through 0003, as well as the Total Contract Price. Also complete the item immediately below the Total Contract Price, indicating if the price proposal is in U.S. Dollars or Colombian Pesos.
- c) Section J, Attachment 1. Provide a detailed price breakdown, using the Price Proposal Breakdown Chart provided as Attachment 1 of Section J. Do not use a different format than that provided. The total contract price in the price breakdown chart should be the same as the total contract price that was entered in sub-section B.1.
- d) Section K. Complete all items (K.1 through K.11) where information needs to be entered, and where a representation/certification requires checking the appropriate box.
- e) SAM Registration. A tutorial slideshow for obtaining a DUNS number and registering in the System for Award Management (SAM) is included as Section J, Attachment 4.

### **L.5.2.2 VOLUME 2: Technical Proposal:**

The Technical Proposal shall be in eight parts, including the following information:

#### **A. Performance Schedule and Performance Narrative.**

The performance schedule shall be presented in the form of a time scaled Network Diagram CPM Schedule clearly showing the critical path, indicating commencement and completion of various portions of the work and the entire project within the required contract completion schedule. The schedule shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

**Narrative Description of Work Plan/Methodology** – Provide a performance narrative that clearly describes the order in which work will be carried out. The performance schedule and narrative shall demonstrate a thorough understanding of how work must be phased to avoid outages and ensure the necessary equipment and labor is available and installed at the required times to complete the project in a timely manner. Include a brief discussion of space required on site for staging of materials and personnel and steps that will be taken to minimize disruptions to current operations and facilities near the site. Include the following:

1. Description of work, including how the work will be performed, the number of personnel, and groups per area. Detail the work in chronological order including materials, equipment, concrete work, etc.
2. Logistics Plan specific for the development of this project, indicating how the company will manage the project on and off site, important areas include: access, transportation, personnel hiring, subcontracting, utilities, plan updates, correspondence, etc.
3. Contingency Plan with a detailed description of the possible inconveniences that can arise during the development of the project and the alternative solutions (for example: bad weather, road closures, problems with power supply, problems with personnel, accidents on site, etc.).
4. List of Equipment that will be used in the project and indicate the quantity and if it is owned property or rented.
5. Copy of Catalogs with Technical Information and/or tests, and designs of materials proposed.
6. Overview or general description of safety plans and quality assurance plans (no more than two pages total for this item)

**B. Key Personnel.**

The Government considers the offeror's Project Manager and the Site Superintendent for Construction, to be key personnel under any contract resulting from this solicitation. The offeror shall provide a detailed resume and the experience of these individuals. At least two of these individuals shall be current employees who have worked with the offeror for more than 1 year managing similar projects. If any of these individuals are not current employees, provide a letter of intent. All of the above are considered to be Key personnel and are required to be able to read, write, speak, and understand English fluently.

The Contractor shall provide all of the following required information for each key personnel position:

1. Name of Individual, Date of Birth, Nationality;
2. Language proficiency;
3. Role on this specific construction project (for example Project Manager).
4. Describe the individual's experience in the location where the work is to be performed.
5. List experience relevant to the type of work required by this contract in chronological order, listing most recent experience first. Include following information with each experience listed:
  - (i) Employing Construction Firm.
  - (ii) Project Title and description, highlighting similarities to work required by this contract.
  - (iii) Value of the project (U.S. Dollars).
  - (iv) Start and end date (month/year) of this individual's involvement on the project.
  - (v) Individual's responsibilities on the project.
  - (vi) Customer point of contract.

The Contractor shall assign to this contract the following key person to the identified position/function:

Position/Function	Name
Project Manager	
Site Superintendent (Architect/Civil Engineer)	

The offeror shall provide a detailed resume and the experience of these individuals. Key personnel shall have a minimum of a bachelor's degree in civil engineering or architecture with a minimum experience of four (4) years in managing similar projects. Valid Colombian engineering license is required. For data cabling and electrical works the contractor needs to have an electrical /electronic or systems engineer with at least two year experience in the field. Valid Colombian engineering license is required. At least two of these individuals shall be current employees who have worked with the offeror for more than 1 year managing similar projects. If any of these individuals are not current employees provide a letter of intent. All of the above are considered to be Key personnel and are required to be able to read, write, speak, and understand English fluently; the contractor shall provide proof with their submittal.

During the entire performance period of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph H.14.4 to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

**C. Management Information.**

Provide the following:

1. Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
2. A list of the names, addresses, and telephone numbers of all subcontractors and all principal materials suppliers to be used on the project, clearly indicating what portions of the work will be performed by them. This list shall be presented in sufficient detail to indicate which work will be performed by the Contractor work force and equipment, and the work which will be performed by subcontractor work force and equipment.
3. A comprehensive list of equipment owned, equipment available, and equipment projected to be assigned to the work described in the solicitation. This shall also include a separate listing of subcontractor equipment assigned to the project;
4. A listing of the number of personnel - broken down into discipline/craft - that will be assigned to this project. This shall include both the Contractor work force and that of any proposed subcontractor.

**D. Construction Experience and Past Performance.**

Provide the following:

The contractor shall provide a list of a minimum of three (3) projects successfully completed on budget **within the past four years that are similar in nature, materials, design and extent** to the work specified in this solicitation. The projects may be contracts for the U.S. Government or other clients.

If you plan to use sub-contractors, for those who will perform more than **10%** of the work for this project, provide the same documentation required by this section that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.

Clearly demonstrate relevant experience, previously performed or currently being performed, of the type, volume, complexity, and scope of work comparable to the work required by this solicitation.

Provide the following information for each contract or project and describe:

1. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
2. Contract dollar value, number and type;
3. Date of the contract award, place(s) of performance, and completion dates;
4. Brief description of the work, including responsibilities;
5. Comparability to the work under this solicitation;
6. Brief discussion of major technical or other problems and their resolution;
7. Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
8. Any terminations (partial or complete) and the reason (convenience or default);
9. Identify any accidents or safety concerns that occurred and their resolution; and
10. For each of the projects submitted, provide a written performance evaluation executed at the completion of the project, if available. If not in English, please provide a courtesy translation in English.

No more than two (2), one-sided, A4-size pages of written material shall be submitted for each project. Additional photographs may be provided, and shall be limited to four (4) A4 or letter size pages per project.

Joint venture offerors shall include above information for at least two (2) projects for each partner, where the partner performed by itself or performed a major portion of the work as part of a joint venture.

**E. Preliminary Quality Management Program.**

In accordance with Section E.2 of the solicitation the contractor shall provide with their offer a Quality Management Program (QMP) organizational structure for Construction portions of the contract. Describe the key personnel and roles they will play. The QMP shall be in sufficient detail to clearly demonstrate to the Government's evaluation team that the contractor has a clear understanding of the project and methods required to properly manage it and ensure quality.

**F. Authorization and Performance.**

In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) provide written certification that authorization to operate and do business in the country in which this contract will be performed, has been obtained. Both DOSAR 652.242-73 and Section H.8.3 of this contract require that assurance be provided that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits as well.

**G. Financial Certification.**

A letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be provided punctually, and in accordance with the contract requirements at Section H.1.

**If asked** by the Contracting Officer, the offeror shall also provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the *past two years*;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and;

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

**H. Performance of Work by Contractor.**

Identify the work, by percentage, that will be performed by the contractor with its own work force on site. Identify sub-contractors that will perform more than **10%** of the work. For the sub-contractors identified, list the percentage of work they will perform, and provide documentation that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.

**L.6 FAR 52.236-27 Site Visit (Construction) (FEB 1995)**

- (a) The clauses at 52.236-2, "Differing Site Conditions," and 52.236-3, "Site Investigations and Conditions Affecting the Work," will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A pre-proposal conference/site visit is tentatively planned for Wednesday, July 10, 2013. Additional information will be provided shortly regarding the location, start time, and any special instructions for those who plan to attend.
- (c) Please arrive at the Main Entrance of the Tumaco airport in the front parking lot by 10 am, local time.

**L.7 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (Deviation)**

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Benita Williams, at (703) 875-5230 or by e-mail at [WilliamsBD@state.gov](mailto:WilliamsBD@state.gov). For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

**L.8 DOSAR 652.228-74 Defense Base Act Insurance Rates – Limitation (JUN 2006).**

- (a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:
- (1) United States citizens or residents;
  - (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
  - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:
- Construction @ \$5.50 per \$100.00 of compensation.
- (c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.

Contact information for DBA Insurance, Department of State Contract:

Delia Shontere, Account Manager  
Rutherford International  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Phone: 703-813-6507  
Fax: 703-354-0370  
Email: [delia.shontere@rutherford.com](mailto:delia.shontere@rutherford.com)

Sara K. Payne, CIC Sr., V.P./Office Manager  
Rutherford International  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Phone: 703-813-6503  
Fax: 703-354-0370  
Email: [delia.shontere@rutherford.com](mailto:delia.shontere@rutherford.com)

## **L.9 MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be: \$500,000.00 to \$1,000,000.00 USD. Although range was provided in accordance with FAR 36.204, actual award amount may be less than \$500,000.00 noted above, as this is a competitive acquisition.

## **L.10 FINANCIAL STATEMENT**

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three (3) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF PROPOSALS**

#### **M.1.1 General.**

To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

#### **M.1.2 Basis for Award.**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror that is a responsible contractor. The evaluation procedures are set forth below:

#### **M.1.3 Initial Evaluation.**

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

#### **M.1.4 Technical Evaluation.**

After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

##### **A. Performance Schedule and Performance Narrative.**

The Government will evaluate the performance schedule and performance narrative to review the sequence of work and to ensure that performance will be completed on time in accordance with the contract period of performance and that the contractor has demonstrated a clear understanding of the project. The end result of this review will be a determination of technical acceptability or unacceptability.

##### **B. Key Personnel.**

The Government will evaluate the key personnel. The review will include a review of the qualifications of the proposed staff and their range of experience and knowledge.

##### **C. Management Information.**

The Government will evaluate the information provided in response to Section L.5.5.3, Management Information, including list of names of the owners, partners and principal officers, listing of personnel, list of all subcontractors, a comprehensive list of equipment owned, equipment available and equipment projected to be assigned including subcontractors'. The Government will also evaluate the required Contractors local permits, certification and licenses.

##### **D. Construction Experience and Past Performance.**

The Government will evaluate the construction projects or contracts provided to evaluate both experience and past performance. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope and complexity. Past performance relates to how well a contractor has performed. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the

requirements of this solicitation but have not been included in the projects submitted, it may evaluate those contracts in addition to those submitted.

E. Preliminary Quality Management Program.

The Government will evaluate the Quality Management Program (QMP) to ensure that the contractor has demonstrated a clear understanding of the project and quality control measures required. The Government reserves the right to consider information independently obtained in the evaluation of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.

F. Authorization and Performance.

The Government will evaluate the offeror's proposal to verify that the offeror is in possession of authorization to operate and do business in the country in which this contract will be performed in accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999).

G. Financial Certification.

The Government will evaluate the offeror's proposal to verify that the offeror has provided an acceptable letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be provided punctually, and in accordance with the contract requirements at Section H.1.

H. Performance of Work by Contractor.

The Government will evaluate the amount of work to be performed by the contractor on site and the amount of work to be performed by sub-contractors. The Government will review the experience of the proposed subcontractors relevant to the works planned to be assigned to them under this contract.

M.1.5 Responsibility Determination.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

M.1.6 Award Selection

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror. Unsuccessful offerors will be notified in accordance with part FAR 15.



## **M.2 AWARD WITHOUT DISCUSSIONS**

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

## **M.3 CURRENCY OF OFFERS**

The Government will consider offers in either U.S. Dollars or Colombian Pesos.

## **M.4 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate of the U.S. Embassy, Bogota, Colombia, in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## **M.5 SEPARATE CHARGES**

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.